

EXHIBIT 2

Excerpts of Defendant Ceballes' Responses to Interrogatories

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11 **UNITED STATES DISTRICT COURT**

12 **DISTRICT OF NEVADA**

13 SANDRA M. MEZA-PEREZ, an individual,

14 Case No. 2:19-CV-00373-APG-NJK

15 Plaintiff,

16 vs.

17 SBARRO LLC dba SBARRO PIZZA, a foreign
18 limited liability company; SBARRO, INC., dba
19 SBARRO PIZZA, a foreign corporation; ZACHARY
20 CEBALLES, an individual; EFRAIN HERNANDEZ,
21 an individual; JESUS ALATORE, an individual;
22 DANA DORADO, an individual,

23 Defendants.

24 **DEFENDANT ZACHARY CEBALLES' RESPONSES TO**
PLAINTIFF'S FIRST SET OF INTERROGATORIES

25 COMES NOW, Defendant Zachary Ceballes ("Ceballes"), by and through his attorney of
26 record, Patrick N. Chapin, Esq. of Patrick N. Chapin, Ltd., and hereby submits his Responses to
27 Plaintiff's First Set of Interrogatories as follows:

28 **PRELIMINARY STATEMENT**

29 The information contained in the Responses set forth below is based only upon the
30 information and documents currently available to Defendant. Defendant's investigation and
31 discovery in preparation for trial has not been completed. Additional investigation may disclose
32 further information and documents relevant to these Responses, as could information and

1 INTERROGATORY NO. 11:

2 Please state whether you had any sexual relations with any employee of Sbarro Pizza
3 during the duration of your employment with Sbarro Pizza. If so, please state the number of
4 employees you had sexual relations with, the names of the employees, the number of times you
5 had sexual relations with each employee, whether the sexual encounters were consensual, and
6 where the sexual encounters took place.

7 RESPONSE TO INTERROGATORY NO. 11:

8 I had regular sexual relations (encounters) with Plaintiff and each encounter was
9 consensual. Each and every sexual encounter I had with Plaintiff only occurred during the time
10 we worked together at the Sbarro's located within the food court at the Monte Carlo Hotel and
11 Casino. I and Plaintiff's consensual sexual encounters ended in December 2016. I estimate we
12 had consensual sexual intercourse three times per month and oral sex one time per month during
13 the time they worked together at the Monte Carlo.

14 Ceballes objects to that portion of this Interrogatory as it relates to employees other than
15 Plaintiff on the grounds it is not calculated to lead to the discovery of information relevant to the
16 subject matter of this action. Specifically, this Interrogatory seeks disclosure of personal and
17 private information of third parties uninvolved in Plaintiff's allegations. *See Nesbit vs. Dep't of*
18 *Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008) (citing *Seattle Times Co. vs. Rhinehart*, 467
19 U.S. 20, 35 n. 21 (1984) (noting that privacy interests may be a basis for restricting discovery)).

20 INTERROGATORY NO. 12:

21 Please state whether you had any sexual relations with any employee of the Monte Carlo
22 Hotel or employee of the food court at the Monte Carlo during the duration of your employment
23 with Sbarro Pizza. If so, state the number of employees you had sexual relations with, the names
24 of the employees, the number of times you had sexual relations with each employee, whether the
25 sexual encounters were consensual, and where the sexual encounters took place.

26 RESPONSE TO INTERROGATORY NO. 12:

27 Ceballes objects to this Interrogatory on the grounds it is not calculated to lead to the
28 discovery of information relevant to the subject matter of this action. Specifically, this

1 Interrogatory seeks disclosure of personal and private information of third parties uninvolved in
2 Plaintiff's allegations. *See Nesbit vs. Dep't of Pub. Safety*, 283 F. App'x 531, 533 (9th Cir. 2008)
3 (citing *Seattle Times Co. vs. Rhinehart*, 467 U.S. 20, 35 n. 21 (1984) (noting that privacy
4 interests may be a basis for restricting discovery)).

5 **INTERROGATORY NO. 13:**

6 Please state whether you stole any equipment, merchandise, money, or inventory from
7 Sbarro Pizza during the duration of your employment with Sbarro Pizza. If so, please state the
8 items you stole, when the thefts occurred, the amount of money stolen, the inventory or items
9 stolen, and whether you resold any of the items you stole from Sbarro Pizza.

10 **RESPONSE TO INTERROGATORY NO. 13:**

11 I did not steal equipment, merchandise, money or inventory from Sbarro during the time I
12 was employed by the same.

13 **INTERROGATORY NO. 14:**

14 Please state whether you sold Jell-O shots to customers at any of the following Sbarro
15 locations: Monte Carlo Hotel, Bally's Las Vegas, or Convention Center. If so, please state the
16 Sbarro Pizza personnel that gave you permission to sell Jell-O shots to customers, the price of the
17 Jell-O shots you were selling, who made the Jell-O shots, where you obtained the vodka to make
18 the Jell-O shots, how often you sold Jell-O shots to customers, the names of the other employees
19 involved in making and selling Jell-O shots to customers, where the Jell-O shots were sold, and
20 what was done with the proceeds from the Jell-O shots.

21 **RESPONSE TO INTERROGATORY NO. 14:**

22 There was a brief period time when I authorized the sale of Jell-O shots to customers at
23 the Sbarro Monte Carlo location. I did this without the knowledge, consent nor permission of my
24 superiors or upper management at Sbarro. I believe I set the sale price for Jell-O shots at 3 for
25 \$10.00. I was the person who purchased the vodka. On a couple of occasions I asked Ms.
26 Cadacio to purchase the vodka. I was the only person who made the Jell-O shots. The
27 employees working the sales counter at that relevant time, and only per my instruction, sold the
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